



May 2, 2003

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Public Service Commission

The Honorable Dale Hardy Roberts
Secretary/Chief Regulator Law Judge
Missouri Public Service Commission
Post Office Box 360
Jefferson City, Missouri 65102-0360

Dear Judge Roberts:

On April 17, 2001, Birch filed its Notice of Adoption of the Missouri 271 Interconnection Agreement (M2A) of Southwestern Bell Telephone Company, now Southwestern Bell Telephone, L.P., a Texas limited partnership, doing business as SBC Missouri.

Birch Telecom and SBC Missouri have entered into four Amendments to their interconnection agreement. An original and five copies of each of the following amendments are enclosed for filing with your office.

- Amendment – NDA amends Attachment 22: DA-Facilities Based SWBT-Provided Directory Assistance.
- Amendment – Reverse Directory Assistance amends Attachment 22: DA-Facilities Based SWBT-Provided Directory Assistance.
- Amendment – DS3 Local Loop amends Attachment 6: Unbundled Network Elements.
- Amendment – Removal of All and Non-Excessive Bridged Tap adds Attachment 27.

Please bring this filing to the attention of the appropriate Commission personnel. Should you have any questions regarding this filing, please contact me.

Sincerely,

Chris Bunce
Regulatory Counsel
Cbunce@birch.com

Enclosures

AMENDMENT
TO
THE M2A INTERCONNECTION AGREEMENT
by and between
SOUTHWESTERN BELL TELEPHONE, L.P., D/B/A
SBC MISSOURI
and
BIRCH TELECOM OF MISSOURI, INC.

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The M2A Interconnection Agreement ("the Agreement") by and between Southwestern Bell Telephone, L.P., d/b/a SBC Missouri ("SBC Missouri")¹ and Birch Telecom of Missouri, Inc. ("CLEC"), is hereby amended as follows:

- (1) **Table of Contents, Page iv, and Page 39 of the General Terms and Conditions have been amended to reflect the addition of Attachment 27: Attachment for the Removal of All and Non-Excessive Bridged Tap Using a Modified Maintenance Process and is attached hereto.**
- (2) **Add Attachment 27: Attachment for the Removal of All and Non-Excessive Bridged Tap Using a Modified Maintenance Process and is attached hereto.**
- (3) This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
- (4) **EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT, and such terms are hereby incorporated by reference and the Parties hereby reaffirm the terms and provisions thereof.**

¹ On December 30, 2001, Southwestern Bell Telephone Company (a Missouri corporation) was merged with and into Southwestern Bell Texas, Inc. (a Texas corporation) and, pursuant to Texas law, was converted to Southwestern Bell Telephone, L.P., a Texas limited partnership. Southwestern Bell Telephone, L.P. is now doing business as in Missouri as SBC Missouri.

- (5) This underlying Agreement is the result of CLEC's decision to opt into the M2A or parts thereof pursuant to Missouri Public Service Commission Order in Case No. TO-99-227 (dated March 6, 2001). This Amendment to such Agreement addresses certain specific language changes thereto as agreed by SBC Missouri and CLEC ("Agreed Changes"). The Parties acknowledge and agree that (i) all aspects of this Agreement except for the Agreed Changes (and any other voluntarily negotiated changes contained in a separate amendment to the Agreement, if any "Other Agreed Changes") were made available to CLEC only as a result of CLEC's decision to opt into the M2A or parts thereof pursuant to Missouri Public Service Commission Order in Case No. TO-99-227; and (ii) therefore, no aspect of this Agreement other than the Agreed Changes set forth in this Amendment or any Other Agreed Changes qualify for portability into Illinois or any other state under 220 ILCS 5/13-801(b) ("Illinois Law"), Condition 27 of the Merger Order issued by the Illinois Commerce Commission in Docket No. 98-0555 ("Condition 27") or any other state or federal statute, regulation, order or legal obligation (collectively "Law"). The Parties further acknowledge and agree that the Agreed Changes and any Other Agreed Changes shall only be considered portable under the Illinois Law, Condition 27 or any other Law Paragraph if they otherwise qualify for portability under such Illinois Law, Condition 27 or other Law, if any.
- (6) In entering into this Amendment, the Parties acknowledge and agree that neither Party is waiving any of its rights, remedies or arguments with respect to any orders, decisions or proceedings and any remands thereof, including but not limited to its rights under the United States Supreme Court's opinion in *Verizon v. FCC, et al*, 535 U.S. 467 (2002); the D.C. Circuit's decision in *United States Telecom Association, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) ("USTA decision"); the FCC's Triennial Review Order, adopted on February 20, 2003, on remand from the USTA decision and pursuant to the FCC's Notice of Proposed Rulemaking, *Review of Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, CC Docket No. 01-338 (FCC 01-361) (rel. Dec. 20, 2001); the FCC's Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, 15 FCC Rcd 1760 (FCC 99-370) (rel. Nov. 24, 1999), including its Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; or the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002). Rather, in entering into this Amendment, each Party fully reserves all of its rights, remedies and arguments with respect to any decisions, orders or proceedings, including but not limited to its right to dispute whether any UNEs and/or UNE combinations identified in the Agreement and this Amendment must be provided under Sections 251(c)(3) and 251(d) of the Act, and under this Agreement. Notwithstanding anything to the contrary in this Agreement and in addition to fully reserving its other rights, SBC Missouri reserves its right to exercise its option at any time in the future to adopt on a date

specified by SBC Missouri the FCC ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions. In the event that a state or federal regulatory or legislative body or a court of competent jurisdiction, in any proceeding, finds, rules and/or otherwise orders that any of the UNEs and/or UNE combinations provided for under this Agreement and this Amendment do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, the affected provision will be immediately invalidated, modified or stayed as required to effectuate the subject order upon written request of either Party ("Written Notice"). In such event, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications required to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement.


- (7) This Amendment shall be filed with and is subject to approval by the Missouri Public Service Commission and shall become effective ten (10) days following approval by such Missouri Public Service Commission.

AMENDMENT ADD REMOVAL OF ALL & NON-EXCESSIVE BRIDGE TAP (RABT)
SBC MISSOURI/BIRCH TELECOM OF MISSOURI, INC.

Page 4 of 4
041103

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 25th day of April, 2003, by SBC Missouri, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

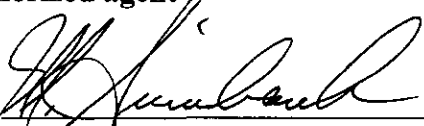
Birch Telecom of Missouri, Inc.

By: 
Title: VICE PRESIDENT

Name: JOHN IVANUSKA
(Print or Type)

Date: 4/22/03

**Southwestern Bell Telephone, L.P., d/b/a
SBC Missouri
by SBC Telecommunications, Inc. its
authorized agent**

By: 
Title: For/President – Industry Markets

Name: Mike Auinbauh
(Print or Type)

Date: APR 25 2003

OCN #: 7096, 8665

ATTACHMENT FOR THE REMOVAL OF ALL OR NON-EXCESSIVE BRIDGED TAP USING A MODIFIED MAINTENANCE PROCESS

Optional Attachment to Appendix DSL

1. INTRODUCTION

- 1.1 This Attachment to Appendix: xDSL of this Agreement sets forth the rates, terms and conditions for the Removal of All or Non-Excessive Bridged Tap using a modified version of the standard maintenance process for xDSL Capable Loops and the High Frequency Portion of the Loop (HFPL). This optional process is made available to CLECs as an alternative to **SBC-12STATE**'s existing ordering processes.
- 1.2 Except as otherwise provided herein, the rates, terms and conditions set forth elsewhere in this Agreement pertaining to xDSL capable loops and the HFPL shall remain unchanged and in full force and effect.
- 1.3 **SBC Communications Inc. (SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.4 **SBC-2STATE** - As used herein, **SBC-2STATE** means **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in California and Nevada.
- 1.5 **SBC-4STATE** - As used herein, **SBC-4STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, and SBC Oklahoma the applicable SBC-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.
- 1.6 **SBC-7STATE** - As used herein, **SBC-7STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.7 **SBC-8STATE** - As used herein, **SBC-8STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC CALIFORNIA**, **SBC NEVADA**, and **SBC SNET** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.8 **SBC-10STATE** - As used herein, **SBC-10STATE** means **SBC SOUTHWEST REGION 5-STATE** and **SBC MIDWEST REGION 5-STATE** an the applicable SBC-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.9 **SBC-12STATE** - As used herein, **SBC-12STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE** and **SBC-2STATE** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.10 **SBC-13STATE** - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE**, **SBC-2STATE** and **SBC SNET** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.11 **SBC ARKANSAS** - As used herein, **SBC ARKANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, the applicable SBC-owned ILEC doing business in Arkansas.
- 1.12 **SBC CALIFORNIA** - As used herein, **SBC CALIFORNIA** means Pacific Bell Telephone Company d/b/a SBC California, the applicable SBC-owned ILEC doing business in California.

- 1.13 **SBC KANSAS** - As used herein, **SBC KANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Kansas, the applicable SBC-owned ILEC doing business in Kansas.
- 1.14 **SBC ILLINOIS** - As used herein, **SBC ILLINOIS** means Illinois Bell Telephone Company d/b/a SBC Illinois, the applicable SBC-owned ILEC doing business in Illinois.
- 1.15 **SBC INDIANA** - As used herein, **SBC INDIANA** means Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, the applicable SBC-owned ILEC doing business in Indiana.
- 1.16 **SBC MICHIGAN** - As used herein, **SBC MICHIGAN** means Michigan Bell Telephone Company d/b/a SBC Michigan, the applicable SBC-owned doing business in Michigan.
- 1.17 **SBC MIDWEST REGION 5-STATE** - As used herein, **SBC MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.18 **SBC MISSOURI** - As used herein, **SBC MISSOURI** means Southwestern Bell Telephone, L.P. d/b/a SBC Missouri, the applicable SBC-owned ILEC doing business in Missouri.
- 1.19 **SBC NEVADA** - As used herein, **SBC NEVADA** means Nevada Bell Telephone Company d/b/a SBC Nevada, the applicable SBC-owned ILEC doing business in Nevada.
- 1.20 **SBC OHIO** - As used herein, **SBC OHIO** means The Ohio Bell Telephone Company d/b/a SBC Ohio, the applicable SBC-owned ILEC doing business in Ohio.
- 1.21 **SBC OKLAHOMA** - As used herein, **SBC OKLAHOMA** means Southwestern Bell Telephone, L.P. d/b/a SBC Oklahoma, the applicable SBC-owned ILEC doing business in Oklahoma.
- 1.22 **SBC SNET** - As used herein, **SBC SNET** means The Southern New England Telephone Company, the applicable above listed ILEC doing business in Connecticut.
- 1.23 **SBC SOUTHWEST REGION 5-STATE** - As used herein, **SBC SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.24 **SBC TEXAS** - As used herein, **SBC TEXAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Texas, the applicable SBC-owned ILEC doing business in Texas.
- 1.25 **SBC WISCONSIN** - As used herein, **SBC WISCONSIN** means Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC doing business in Wisconsin.

2. DEFINITIONS

- 2.1 A loop meeting "minimum qualifications" means the loop has no load coils, repeaters, or bridged tap in excess of 2.5Kft, and no one segment of bridged tap longer than 2Kft in length.
- 2.2 Removal of All Bridged Tap means the removal of 100% of the bridged tap on an xDSL capable loop or the HFPL.
- 2.3 Removal of Non-Excessive Bridged Tap means the removal of 100% of the bridged tap less than 2.5 Kft. in length from an xDSL capable loop or the HFPL.

3. REMOVAL OF ALL OR NON-EXCESSIVE BRIDGED TAP OFFERING

- 3.1 To be eligible for the removal of All or Non-Excessive Bridged Tap, a CLEC has to have ordered an xDSL capable loop or the HFPL on the original service order. After the service order has completed, the CLEC must generate a Trouble Ticket pursuant to Section 5 of this Attachment with the Local Operations Center

(LOC) and specify the type of bridged tap conditioning requested on the Trouble Ticket. Upon the CLEC's request, the LOC will investigate and will address any SBC-12STATE non-conditioning related reasons for any No Sync situation, or ensure CLEC's bridged tap removal request is appropriate by verifying the subject bridged tap is located on the loop: provided, however, SBC-12STATE does not guarantee the synchronization of any loop.

- 3.2 Except as otherwise provided below, in response to a CLEC's Trouble Ticket requesting the removal of All or Non-Excessive Bridged Tap, SBC-12STATE will offer CLEC, a zero plus five (0 + 5) business day interval; provided, however, in those instances where SBC-12STATE determines it is not possible to Remove All or Non-Excessive Bridged Tap under this Attachment, including but not limited to situations in which municipalities will not grant rights of way to certain areas, SBC-12STATE has no obligation to perform the requested conditioning under this Attachment; and, in those instances where SBC-12STATE determines that it can Remove All or Non-Excessive Bridged Tap under this Attachment, but cannot meet the zero plus five (0 + 5) business day interval, including but not limited to situations involving municipalities which may affect access to certain areas, the Parties understand and agree that the zero plus five (0 + 5) business day interval set forth above shall not apply, but instead, in such situations, SBC-12STATE will respond to CLEC-referred Removal of All or Non-Excessive Bridged Tap Trouble Tickets for xDSL Capable Loops and the HFPL in parity with repair intervals SBC-12STATE provides to its advanced services affiliates. SBC-12STATE will advise CLEC as soon as possible when SBC-12STATE is unable to Remove All or Non-Excessive Bridged Tap under this Attachment or is unable to meet the zero plus five (0 + 5) business day interval.
- 3.3 If the Removal of All or Non-Excessive Bridged Tap has been requested by the CLEC on the Trouble Ticket, the opening of the Trouble Ticket with specific conditioning requests will be used as authorization from CLEC for SBC-12STATE to condition the loop as requested. CLEC will then be billed and shall pay the appropriate conditioning charges for any such conditioning performed by SBC-12STATE pursuant to the Removal of All or Non-Excessive Bridged Tap Pricing Schedule attached hereto and incorporated herein by this reference.
- 3.4 The Removal of All or Non-Excessive Bridged Tap using this Modified Maintenance Process applies only to xDSL capable loops and the HFPL.
- 3.5 The initial service order must have closed prior to the opening of the Trouble Ticket for the Removal of All or Non-Excessive Bridged Tap pursuant to the process outlined in this Attachment.

4. TESTING

- 4.1 All testing requests after the completion of the service order will follow the testing procedures outlined for xDSL capable loops (and the HFPL, as applicable) elsewhere in this Agreement.
- 4.2 CLEC shall assist in trouble isolation for the Removal of All or Non-Excessive Bridged Tap-related initial Trouble Tickets by obtaining and providing to SBC-12STATE interferor information on the loop at the time of opening the Trouble Ticket.

5. MAINTENANCE /SERVICE ASSURANCE

- 5.1 Prior to opening of a trouble ticket for the Removal of All or Non-Excessive Bridged Tap, CLEC must verify that the problem is not CLEC-related.
 - 5.1.1 SBC SOUTHWEST REGION 5-STATE only: If a Removal of All or Non-Excessive Bridged Tap Trouble Ticket is opened, and it is later determined by SBC SOUTHWEST REGION 5-STATE that the requested conditioning is not available because no such bridged tap was on the loop, the Trouble Ticket will be closed as a 'No Trouble Found' (NTF), and SBC SOUTHWEST REGION 5-STATE will charge and CLEC shall pay a Maintenance Service Charge on a Time and Material basis, pursuant to applicable tariffed rates contained in sections 13.4.2 and 13.4.4 of the FCC No. 73.

- 5.1.2 **SBC MIDWEST REGION 5-STATE** only: If a Removal of All or Non-Excessive Bridged Tap Trouble Ticket is opened, and it is later determined by **SBC MIDWEST REGION 5-STATE** that the requested conditioning is not available because no such bridged tap was on the loop, the Trouble Ticket will be closed as a 'Customer Provided Equipment' (CPE), and **SBC MIDWEST REGION 5-STATE** will charge and CLEC shall pay a Maintenance Service Charge on a Time and Materials and/or Service Call Charge basis, pursuant to applicable tariffed rates contained in section 13.2.6 of the FCC No. 2.
- 5.1.3 **SBC CALIFORNIA** only: If a Removal of All or Non-Excessive Bridged Tap Trouble Ticket is opened, and it is later determined by **SBC CALIFORNIA** that the requested conditioning is not available because no such bridged tap was on the loop, the Trouble Ticket will be closed as a 'No Trouble Found' (NTF), and **SBC CALIFORNIA** will charge and CLEC shall pay a Maintenance Service Charge on a Time and Material basis, pursuant to applicable tariffed rates contained in section 175-T and section 13 Access Tariff of the FCC No. 1.
- 5.1.4 **SBC NEVADA** only: If a Removal of All or Non-Excessive Bridged Tap Trouble Ticket is opened, and it is later determined by **SBC NEVADA** that the requested conditioning is not available because no such bridged tap was on the loop, the Trouble Ticket will be closed as a 'No Trouble Found' (NTF), and **SBC NEVADA** will charge and CLEC shall pay a Maintenance Service Charge on a Time and Material basis, pursuant to applicable tariffed rates contained in section 18.8.2 of the FCC No. 1.
- 5.2 CLEC may open a trouble ticket for the Removal of All or Non-Excessive Bridged Tap via the following two methods:
- 5.2.1 Calling the Local Operations Center and opening a manual ticket through the call center with a specific conditioning request e.g., "Found Bridged Tap (BT) on loop, request Removal of Non-Excessive BT."
- 5.2.2 Opening an electronic bonding ticket. If the Trouble Ticket is opened by an electronic bonding ticket, CLEC must request specific conditioning in the remarks field e.g., "Found Bridged Tap (BT) on loop, request Removal of Non-Excessive BT."
- Both methods require the following:
1. If Excessive Bridged Tap is present on the loop, CLEC may request the removal of All BT.
 2. If Excessive Bridged Tap is not present on the loop, CLEC may request Removal of Non-Excessive BT (the remaining BT left on the loop after Excessive BT has been removed).
 3. Once All the Bridged Tap has been removed, any future Trouble, Tickets concerning Bridged Tap will require a vendor meet via Trouble Ticket with the LOC. Vendor meet procedures can be found in SBC's CLEC On-Line Handbook.
 4. It is the CLEC's obligation to document on the trouble ticket the type of conditioning it is requesting be performed by **SBC-12STATE** i.e., the Removal of All or Non-Excessive Bridged Tap. If the specific Removal of All or Non-Excessive Bridged Tap conditioning request is not documented on the CLEC Trouble Ticket, the Trouble Ticket will be returned to CLEC for specific information.
 5. Any conditioning requests for the removal of Excessive Bridged Tap or for the removal of Load Coils or Repeaters, will be performed pursuant to the existing rates, terms and conditions for xDSL-capable loops and the HFPL provided for elsewhere in this Agreement.
- 5.3 Except as otherwise provided for herein, when a Trouble Ticket is opened by CLEC for the Removal of All or Non-Excessive Bridged Tap conditioning, a zero plus five (0+ 5) business day interval will be given. Trouble Ticket authorization for conditioning and billing will be provided as follows:

- 5.3.1 Except as otherwise provided for herein, if the Trouble Ticket is opened as a ticket for the Removal of All or Non-Excessive Bridged Tap Conditioning, for a 26 gauge equivalent loop length (referred by ANSI T1.417/2001), over 12Kft, SBC-12STATE will use that designation and the initiation of the Trouble Ticket by the CLEC as approval for line conditioning and the loop will be conditioned by SBC-12STATE. The CLEC will then be billed and shall pay the appropriate Removal of All or Non-Excessive Bridged Tap conditioning charges upon the completion of the requested conditioning by SBC-12STATE.
- 5.3.2 Except as otherwise provided for herein, if a CLEC's trouble ticket is opened for the Removal of Non-Excessive Bridged Tap Conditioning Ticket for a 26 gauge equivalent loop length (referred by ANSI T1.417/2001), between 0Kft and 12 Kft, and the loop is conditioned to remove bridged tap beyond that required to meet minimum qualifications (SBC-12STATE is requested to remove bridged tap less than 2.5 Kft in length), SBC-12STATE will bill and CLEC shall pay for all conditioning performed by SBC-12STATE for the Removal of Non-Excessive Bridged Tap via the trouble ticket process.
- 5.3.3 In the case of section 5.3.1 or 5.3.2 the SBC-12STATE LOC will notify CLEC as soon as the trouble is closed, whether conditioning has been performed or not.
- 5.4 Escalations for Trouble Tickets will follow the existing procedures listed in the CLEC On-Line Handbook.

6. PRICING

- 6.1 The rates that SBC-12STATE shall charge and CLEC shall pay for the Removal of All or Non-Excessive Bridged Tap are set forth on the attached Pricing Schedules.

7. RESERVATION OF RIGHTS

- 7.1 The Parties acknowledge and agree that on May 24, 2002, D.C. Circuit issued its decision in *United States Telecom Association, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) ("USTA decision"), in which the Court granted the petitions for review of the Federal Communications Commission's ("FCC") Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-98 (FCC 99-238) ("the UNE Remand Order") and the FCC's Third Report and Order in CC Docket No. 98-147 and Fourth Report and Order in CC Docket No. 96-98 (FCC 99-355) (rel. Dec. 9, 1999) ("the Line Sharing Order"), and vacated and remanded the UNE Remand and Line Sharing Orders, in accordance with the decision. In addition, the FCC adopted its Triennial Review Order on February 20, 2003, on remand from the USTA decision and pursuant to the FCC's Notice of Proposed Rulemaking, *Review of Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, CC Docket No. 01-338 (FCC 01-361) (rel. Dec. 20, 2001). Further, the FCC has also issued the following orders: its Memorandum Opinion and Order, and Notice of Proposed Rulemaking, FCC 98-188 in CC Docket No. 98-147, 13 FCC Rcd 24011 (rel. August 7, 1998), its First Report and Order and Further Notice of Proposed Rulemaking, FCC 99-48 in CC Docket 98-147, 14 FCC Rcd 4761 (rel. March 31, 1999), its Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, 15 FCC Rcd 1760 (FCC 99-370) (rel. Nov. 24, 1999) including its Supplemental Order Clarification, (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98, and its Third Report and Order on Reconsideration and Third Further Notice of Proposed Rulemaking in CC Docket No. 98-147 and its Fourth Report and Order on Reconsideration and Sixth Further Notice of Proposed Rulemaking in CC Docket 96-98, 16 FCC Rcd 2101 (rel. Jan. 19, 2001) (collectively the "Orders"). By incorporating this Attachment into the Parties' Interconnection Agreement which makes available RABT Non-YZP, neither Party waives any of its rights with respect to the Orders or any other government action. The Parties further acknowledge and agree that the rates, terms and conditions ("provisions") set forth herein and the xDSL and any HFPL provisions in this Agreement are subject to any legal or equitable rights of review and remedies (including agency reconsideration and court review). If any reconsideration, agency order, appeal, court order or opinion, stay, injunction or other action by any state or federal regulatory or legislative body or court of competent jurisdiction stays, modifies, or otherwise affects any of the provisions set forth herein or the xDSL/HFPL provisions in this Agreement, specifically including but not limited to those arising with respect to the Orders, the affected provision(s) will be immediately invalidated, modified

or stayed as required to effectuate the subject order upon the written request of either Party. In such event, the Parties shall have sixty (60) days from the effective date of the order to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications required to the Parties' Agreement (including this Attachment). If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the effective date of the order, any disputes between the Parties concerning the interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement.

8. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 8.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element, including but not limited to the xDSL rates, terms and conditions (and any HFPL rates, terms and conditions) in this Agreement. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

9. WAIVERS

- 9.1 **SBC-2STATE:** The Parties acknowledge that **SBC-2STATE** will have to make modifications to its rate tables in order to implement the rates set forth in this Attachment. The Parties agree that any and all billing adjustments made to any bills pursuant to this Attachment for the removal of all or non-excessive bridged tap issued prior to making such rate table modifications are not subject to **SBC-2STATE's** obligations under the Service Performance Measurements or any other performance measure plan and that no performance incentive payments or credits or any other form of performance payments or liquidated damages shall apply to any billing adjustment(s) made in connection with this Attachment. Further the Parties agree that any adjustments made in connection with this Attachment prior to making the rate table modifications will not be included in or affect any past, current or future performance measurement results.

Removal of All and Non-Excessive Bridged Tap Non Recurring Charge Pricing Schedule

| ARKANSAS | | SBC ARKANSAS RECURRING | SBC ARKANSAS NON-REC. | |
|----------------------------------------------------------|--------------------------------------------------------------------------|---------------------------|--------------------------|-----|
| | | Monthly | | |
| Removal of All Bridged Tap | | | | |
| DSL Loops - >12KFT and < 17.5KFT | | | | |
| | Removal of All Bridged Tap | N/A | \$908.86 | N/A |
| Removal of Non-Excessive Bridged Tap | | | | |
| DSL loops - >0KFT and < 17.5KFT | | | | |
| | Removal of Non-Excessive Bridged Tap | N/A | \$351.08 | N/A |
| Removal of All Bridged Tap > 17.5KFT | | | | |
| DSL Loops - > 17.5KFT - per element | | | | |
| | Incremental Removal of All Bridged Tap > 17.5KFT - per element | N/A | \$351.08 | N/A |
| Removal of Non-Excessive Bridged Tap > 17.5KFT | | | | |
| DSL Loops - >17.5KFT - per element | | | | |
| | Incremental Removal of Non-Excessive Bridged Tap > 17.5KFT - per element | NA | \$351.08 | N/A |

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|----------------------------------------------------------|--------------------------------------------------------------------------|-------------------------------------|------------------------------------|-----|
| CALIFORNIA | | SBC CALIFORNIA RECURRING | SBC CALIFORNIA NON-REC. | |
| | | Monthly | | |
| Removal of All Bridged Tap | | | | |
| DSL Loops - >12KFT and < 17.5KFT | | | | |
| | Removal of All Bridged Tap | N/A | 765.21 | N/A |
| Removal of Non-Excessive Bridged Tap | | | | |
| DSL loops - >0KFT and < 17.5KFT | | | | |
| | Removal of Non-Excessive Bridged Tap | N/A | 295.60 | N/A |
| Removal of All Bridged Tap > 17.5KFT | | | | |
| DSL Loops - > 17.5KFT - per element | | | | |
| | Incremental Removal of All Bridged Tap > 17.5KFT - per element | N/A | 295.60 | N/A |
| Removal of Non-Excessive Bridged Tap > 17.5KFT | | | | |
| DSL Loops - >17.5KFT - per element | | | | |
| | Incremental Removal of Non-Excessive Bridged Tap > 17.5KFT - per element | NA | 295.60 | N/A |

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| ILLINOIS | | SBC ILLINOIS RECURRING | | SBC ILLINOIS NON-REC. | |
| | | Monthly | | | |
| | Removal of All Bridged Tap | | | | |
| | DSL Loops - >12KFT and < 17.5KFT | | | | |
| | Removal of All Bridged Tap | N/A | | \$742.35 | N/A |
| | Removal of Non-Excessive Bridged Tap | | | | |
| | DSL loops - >0KFT and < 17.5KFT | | | | |
| | Removal of Non-Excessive Bridged Tap | N/A | | \$286.75 | N/A |
| | Removal of All Bridged Tap > 17.5KFT | | | | |
| | DSL Loops - > 17.5KFT - per element | | | | |
| | Incremental Removal of All Bridged Tap > 17.5KFT - per element | N/A | | \$286.75 | N/A |
| | Removal of Non-Excessive Bridged Tap > 17.5KFT | | | | |
| | DSL Loops - >17.5KFT - per element | | | | |
| | Incremental Removal of Non-Excessive Bridged Tap > 17.5KFT - per element | NA | | \$286.75 | N/A |

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| INDIANA | | SBC INDIANA RECURRING | SBC INDIANA NON-REC. | |
| | | Monthly | | |
| Removal of All Bridged Tap | | | | |
| DSL Loops - >12KFT and < 17.5KFT | | | | |
| | Removal of All Bridged Tap | N/A | \$549.92 | N/A |
| Removal of Non-Excessive Bridged Tap | | | | |
| DSL loops - >0KFT and < 17.5KFT | | | | |
| | Removal of Non-Excessive Bridged Tap | N/A | \$212.42 | N/A |
| Removal of All Bridged Tap > 17.5KFT | | | | |
| DSL Loops - > 17.5KFT - per element | | | | |
| | Incremental Removal of All Bridged Tap > 17.5KFT - per element | N/A | \$212.42 | N/A |
| Removal of Non-Excessive Bridged Tap > 17.5KFT | | | | |
| DSL Loops - >17.5KFT - per element | | | | |
| | Incremental Removal of Non-Excessive Bridged Tap > 17.5KFT - per element | NA | \$212.42 | N/A |

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| KANSAS | | SBC KANSAS RECURRING | | SBC KANSAS NON-REC. | |
| | | Monthly | | | |
| | | | | | |
| | Removal of All Bridged Tap | | | | |
| | DSL Loops - >12KFT and < 17.5KFT | | | | |
| | Removal of All Bridged Tap | N/A | | \$851.09 | N/A |
| | | | | | |
| | Removal of Non-Excessive Bridged Tap | | | | |
| | DSL loops - >0KFT and < 17.5KFT | | | | |
| | Removal of Non-Excessive Bridged Tap | N/A | | \$328.76 | N/A |
| | | | | | |
| | Removal of All Bridged Tap > 17.5KFT | | | | |
| | DSL Loops - > 17.5KFT - per element | | | | |
| | Incremental Removal of All Bridged Tap > 17.5KFT - per element | N/A | | \$328.76 | N/A |
| | | | | | |
| | Removal of Non-Excessive Bridged Tap > 17.5KFT | | | | |
| | DSL Loops - >17.5KFT - per element | | | | |
| | Incremental Removal of Non-Excessive Bridged Tap > 17.5KFT - per element | NA | | \$328.76 | N/A |

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| MICHIGAN | | SBC MICHIGAN RECURRING | SBC MICHIGAN NON-REC. | |
| | | Monthly | | |
| Removal of All Bridged Tap | | | | |
| DSL Loops - >12KFT and < 17.5KFT | | | | |
| | Removal of All Bridged Tap | N/A | \$585.18 | N/A |
| Removal of Non-Excessive Bridged Tap | | | | |
| DSL loops - >0KFT and < 17.5KFT | | | | |
| | Removal of Non-Excessive Bridged Tap | N/A | \$226.04 | N/A |
| Removal of All Bridged Tap > 17.5KFT | | | | |
| DSL Loops - > 17.5KFT - per element | | | | |
| | Incremental Removal of All Bridged Tap > 17.5KFT - per element | N/A | \$226.04 | N/A |
| Removal of Non-Excessive Bridged Tap > 17.5KFT | | | | |
| DSL Loops - >17.5KFT - per element | | | | |
| | Incremental Removal of Non-Excessive Bridged Tap > 17.5KFT - per element | NA | \$226.04 | N/A |

| MISSOURI | | SBC MISSOURI RECURRING | SBC MISSOURI NON-REC. | |
|----------------------------------------------------------|--------------------------------------------------------------------------|---------------------------|--------------------------|-----|
| | | Monthly | | |
| Removal of All Bridged Tap | | | | |
| DSL Loops - >12KFT and < 17.5KFT | | | | |
| | Removal of All Bridged Tap | N/A | \$876.63 | N/A |
| Removal of Non-Excessive Bridged Tap | | | | |
| DSL loops - >0KFT and < 17.5KFT | | | | |
| | Removal of Non-Excessive Bridged Tap | N/A | \$338.64 | N/A |
| Removal of All Bridged Tap > 17.5KFT | | | | |
| DSL Loops - > 17.5KFT - per element | | | | |
| | Incremental Removal of All Bridged Tap > 17.5KFT - per element | N/A | \$338.64 | N/A |
| Removal of Non-Excessive Bridged Tap > 17.5KFT | | | | |
| DSL Loops - >17.5KFT - per element | | | | |
| | Incremental Removal of Non-Excessive Bridged Tap > 17.5KFT - per element | NA | \$338.64 | N/A |

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| NEVADA | | SBC NEVADA RECURRING | SBC NEVADA NON-REC. |
| | | Monthly | |
| Removal of All Bridged Tap | | | |
| DSL Loops - >12KFT and < 17.5KFT | | | |
| | Removal of All Bridged Tap | N/A | 1,101.85 N/A |
| Removal of Non-Excessive Bridged Tap | | | |
| DSL loops - >0KFT and < 17.5KFT | | | |
| | Removal of Non-Excessive Bridged Tap | N/A | 425.64 N/A |
| Removal of All Bridged Tap > 17.5KFT | | | |
| DSL Loops - > 17.5KFT - per element | | | |
| | Incremental Removal of All Bridged Tap > 17.5KFT - per element | N/A | 425.64 N/A |
| Removal of Non-Excessive Bridged Tap > 17.5KFT | | | |
| DSL Loops - >17.5KFT - per element | | | |
| | Incremental Removal of Non-Excessive Bridged Tap > 17.5KFT - per element | NA | 425.64 N/A |

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| OHIO | | SBC OHIO RECURRING | SBC OHIO NON-REC. | |
| | | Monthly | | |
| Removal of All Bridged Tap | | | | |
| DSL Loops - >12KFT and < 17.5KFT | | | | |
| | Removal of All Bridged Tap | N/A | \$634.27 | N/A |
| Removal of Non-Excessive Bridged Tap | | | | |
| DSL loops - >0KFT and < 17.5KFT | | | | |
| | Removal of Non-Excessive Bridged Tap | N/A | \$245.00 | N/A |
| Removal of All Bridged Tap > 17.5KFT | | | | |
| DSL Loops - > 17.5KFT - per element | | | | |
| | Incremental Removal of All Bridged Tap > 17.5KFT - per element | N/A | \$245.00 | N/A |
| Removal of Non-Excessive Bridged Tap > 17.5KFT | | | | |
| DSL Loops - >17.5KFT - per element | | | | |
| | Incremental Removal of Non-Excessive Bridged Tap > 17.5KFT - per element | NA | \$245.00 | N/A |

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|----------------------------------------------------------|--------------------------------------------------------------------------|-----------------------------------|----------------------------------|-----|
| OKLAHOMA | | SBC OKLAHOMA RECURRING | SBC OKLAHOMA NON-REC. | |
| | | Monthly | | |
| Removal of All Bridged Tap | | | | |
| DSL Loops - >12KFT and < 17.5KFT | | | | |
| | Removal of All Bridged Tap | N/A | \$930.27 | N/A |
| Removal of Non-Excessive Bridged Tap | | | | |
| DSL loops - >0KFT and < 17.5KFT | | | | |
| | Removal of Non-Excessive Bridged Tap | N/A | \$359.35 | N/A |
| Removal of All Bridged Tap > 17.5KFT | | | | |
| DSL Loops - > 17.5KFT - per element | | | | |
| | Incremental Removal of All Bridged Tap > 17.5KFT - per element | N/A | \$359.35 | N/A |
| Removal of Non-Excessive Bridged Tap > 17.5KFT | | | | |
| DSL Loops - >17.5KFT - per element | | | | |
| | Incremental Removal of Non-Excessive Bridged Tap > 17.5KFT - per element | NA | \$359.35 | N/A |

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| TEXAS | | SBC TEXAS RECURRING | | SBC TEXAS NON-REC. | |
| | | Monthly | | | |
| | Removal of All Bridged Tap | | | | |
| | DSL Loops - >12KFT and < 17.5KFT | | | | |
| | Removal of All Bridged Tap | N/A | | \$566.59 | N/A |
| | Removal of Non-Excessive Bridged Tap | | | | |
| | DSL loops - >0KFT and < 17.5KFT | | | | |
| | Removal of Non-Excessive Bridged Tap | N/A | | \$218.87 | N/A |
| | Removal of All Bridged Tap > 17.5KFT | | | | |
| | DSL Loops - > 17.5KFT - per element | | | | |
| | Incremental Removal of All Bridged Tap > 17.5KFT - per element | N/A | | \$218.87 | N/A |
| | Removal of Non-Excessive Bridged Tap > 17.5KFT | | | | |
| | DSL Loops - >17.5KFT - per element | | | | |
| | Incremental Removal of Non-Excessive Bridged Tap > 17.5KFT - per element | NA | | \$218.87 | N/A |

| WISCONSIN | | SBC WISCONSIN RECURRING | SBC WISCONSIN NON-REC. |
|----------------------------------------------------------|--------------------------------------------------------------------------|----------------------------|---------------------------|
| | | Monthly | |
| Removal of All Bridged Tap | | | |
| DSL Loops - >12KFT and < 17.5KFT | | | |
| | Removal of All Bridged Tap | N/A | \$597.10 N/A |
| Removal of Non-Excessive Bridged Tap | | | |
| DSL loops - >0KFT and < 17.5KFT | | | |
| | Removal of Non-Excessive Bridged Tap | N/A | \$230.66 N/A |
| Removal of All Bridged Tap > 17.5KFT | | | |
| DSL Loops - > 17.5KFT - per element | | | |
| | Incremental Removal of All Bridged Tap > 17.5KFT - per element | N/A | \$230.66 N/A |
| Removal of Non-Excessive Bridged Tap > 17.5KFT | | | |
| DSL Loops - >17.5KFT - per element | | | |
| | Incremental Removal of Non-Excessive Bridged Tap > 17.5KFT - per element | NA | \$230.66 N/A |

Attachment 27: Removal of All and Non-Excessive Bridged Tap Using a Modified Maintenance Process

Attachment 24: Recording-Facilities Based

Other Attachments

Attachment 25: DSL/HFPL/Line Splitting

Attachment 26: Legitimately Related Provisions

**Attachment 27: Removal of All and Non-Excessive Bridged Tap Using
a Modified Maintenance Process**